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cure. *Turner v. Fidelity and Casualty Co.*, 112 Mich. 425, 70 N. W. 898; *Lobdill v. Laboring Men's Mut. Aid Ass'n*, 69 Minn. 14, 71 N. W. 696. This latter rule has been applied in practically all of the more recent decisions on this point. It is based on a well established rule of law, that a contract of insurance prepared by an insurance company will be construed liberally as against the insured and strictly as against the company. *Imperial Shale Brick Co. v. Jewett*, 169 N. Y. 143, 62 N. E. 167. Its object, indemnity for accidental injuries, should not be defeated by any narrow interpretation of its provisions.

LICENSES—REVOCATION OF PAROL LICENSES.—J., owning a tract of land and a narrow strip of land leading therefrom to a public highway and used as a private roadway, sold to plaintiff said tract of land, excluding the roadway, J agreeing by parol that plaintiff should have permanent use of the roadway. In a suit by plaintiff to enjoin the defendants, holding title to said roadway as devisees under the will of J, from obstructing the same, it was *Held*, plaintiff's right to use the roadway is based upon a parol license which becomes irrevocable upon the expenditure of money by plaintiff in improving said roadway, and otherwise incurring expense on the faith of the perpetual use of same. *Jann v. Standard Cement Co. (Ind.)*, 102 N. E. 872. See NOTES, p. 309.

MANDAMUS—JURISDICTIONAL MISTAKE OF LAW—COMPELLING JUDICIAL ACTION.—An inferior court by mistake of law erroneously dismissed an appeal from a justice's court. *Held*, mandamus lies to compel the assumption of jurisdiction and a trial on the merits. *Floyd v. District Court (Nev.)*, 135 Pac. 922. See NOTES, p. 320.

MARRIAGE—COMMON LAW—INTENT TO CREATE IN BIGAMY CASES.—Two parties in good faith contracted, in New York, a ceremonial marriage void there because of a disability of one of the parties to marry in that state. They later removed to Illinois, where such disability did not exist, and where common-law marriages were valid, and they there continued to cohabit as man and wife. They always relied in good faith upon the original ceremonial marriage as being valid. *Held*, by such cohabitation, a common-law marriage is not created so as to make the man guilty of bigamy in later marrying another woman. *People v. Shaw (Ill.)*, 102 N. E. 1031.

If cohabitation, though originally unlawful because of a disability of one of the parties, be innocent and *bona fide* intended to be matrimonial, the parties may, upon removal of the disability, assume the marital relation; and unless rebutted, the assumption of the relation will be presumed from the continued cohabitation after the cessation of the disability, if the cohabitation be always *bona fide*. *Barker v. Valentine*, 125 Mich. 336, 84 N. W. 297, 84 Am. St. Rep. 578, 51 L. R. A. 787; *Land v. Land*, 206 Ill. 288, 68 N. E. 1109, 99 Am. St. Rep. 171. The presumption in such a case is especially strong where the parties celebrated a *bona fide* and innocent ceremonial marriage, invalid because of a disability of one party, and continue to cohabit as man and wife after removal